

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,

Plaintiff,

v.

CIVIL NO. 97-1284 (SEC)

B) ONE URBAN LOT LOCATED AT
NO. 69 CIUDAD JARDIN II, TOA
ALTA, MORE FULLY DESCRIBED AT
PUERTO RICO PROPERTY REGISTRY
OF TOA ALTA AS FOLLOWS:

URBANA: Solar #69 de la
Urbanización Ciudad Jardin II,
First Stage, localizado en el
Barrio Piña del Municipio de
Toa Alta, con una cabida
superficial de 658.56 metros
cuadrados, en lindes por el
Norte, en una distancia de
25.605 metros con el solar
#70; por el Sur, en una
distancia de 25.605 metros con
el solar #68; por el Este, en
dos alineaciones distintas, en
un arco de longitud de 7.199
metros con la calle Sauco de
la urbanización; y por el
Oeste, con una distancia de
26.019 metros con el solar
#81, todos estos solares*
pertenecientes al referido
desarrollo urbano.

Se segrega de la finca 16,923,
inscrito al folio 201 del tomo
341 de Toa Alta.

Registered at the Property
Registry of Toa Alta at page
111 of volume 370, property
no. 18520, 1st inscription.

THIS PROPERTY ENCUMBERS THE
FOLLOWING LIENS: A mortgage in
favor of Santander Mortgage
Co. for \$150,000.00 with an
annual interest of 7.875%.

STIPULATION FOR CONSENT JUDGMENT

TO THE HONORABLE COURT:

COME NOW plaintiff the United States of America, and claimants,
Abelardo Torres Padilla and his former wife Milagros Pérez Rosario,
and very respectfully set forth and pray as follows:

1. The parties have reached an agreement whereby the claims
of Abelardo Torres Padilla and his former wife Milagros Pérez
Rosario will be settled.

2. The parties have agreed that the claimants will release to
plaintiff the following defendant real property described in the
above caption:

**B) ONE URBAN LOT LOCATED AT NO. 69 CIUDAD JARDIN II, TOA
ALTA, MORE FULLY DESCRIBED AT PUERTO RICO PROPERTY
REGISTRY OF TOA ALTA AS FOLLOWS:**

URBANA: Solar #69 de la Urbanización Ciudad Jardin
II, First Stage, localizado en el Barrio Piña del
Municipio de Toa Alta, con una cabida superficial de
658.56 metros cuadrados, en lindes por el
Norte, en una distancia de 25.605 metros con el solar
#70; por el Sur, en una distancia de 25.605 metros con el
solar #68; por el Este, en dos alineaciones distintas, en
un arco de longitud de 7.199 metros con la calle Saucó de
la urbanización; y por el Oeste, con una distancia de
26.019 metros con el solar #81, todos estos solares*
pertenecientes al referido desarrollo urbano.

Se segrega de la finca 16,923, inscrito al folio 201 del tomo 341 de Toa Alta.

Registered at the Property Registry of Toa Alta at page 111 of volume 370, property no. 18520, 1st inscription.

THIS PROPERTY ENCUMBERS THE FOLLOWING LIENS: A mortgage in favor of Santander Mortgage Co. for \$150,000.00 with an annual interest of 7.875%.

3. That whatever monies is left as the result of the sale of the property and after paying off the mortgage said amount will be divided as follows:

Fifty percent (50%) to the United States of America

Twenty five percent (25%) to Mr. Torres-Padilla

Twenty five percent (25%) to Mr. Torres -Padilla's former wife, Milagros Pérez Rosario.

4. The claimants hereby release and forever discharge the United States of America, the Drug Enforcement Administration (DEA), its officers, agents, servants and employees, its heirs, successors, or assigns, from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and/or demands whatsoever in law or equity which claimants, their heirs, successors, or assigns ever had, now have, or may have in the future in connection with the seizure, detention, and forfeiture of the above captioned defendant property.

5. The claimants further agree to hold and save the United States of America, the Drug Enforcement Administration (DEA), its servants, employees, heirs, successors, or assigns harmless from any claims by any others, including costs and expenses for or on

account of any and all lawsuits or claims of any character whatsoever, in connection with the seizure, detention and forfeiture of the above captioned defendant property.

6. The parties agree that the Judgment to be entered pursuant to this stipulation, shall be firm, final, unappealable, and considered as *res judicata* of any claims arising out of this captioned matter, once it is entered on docket.

7. This document contains the entire agreement between the parties with respect to the forfeiture of the captioned defendant property. This agreement supersedes all prior, if any understandings, promises and/or conditions and no additional promises, agreements and conditions will be entered into unless in writing and signed by all parties.

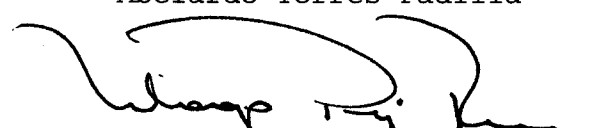
8. The parties agree that each shall bear its own costs, expenses and attorneys fees, if any.

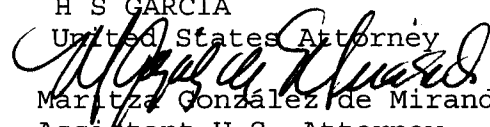
WHEREFORE, the above appearing parties respectfully request this Honorable Court to approve this Stipulation for Consent Judgment and in its consequence issue a Consent Judgment adopting and incorporating by reference its terms and provisions.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 21 of October, 2004.


Abelardo Torres-Padilla


Milagros Pérez Rosario

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